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Attorney For Plaintiff:  
Olivier Vialaneix

UNITED STATES DISTRICT COURT  
FOR THE  
NORTHERN DISTRICT OF CALIFORNIA

OLIVIER VIALANEIX,

Plaintiff,

-vs-

ACTIMAGINE , INC., a corporation; GRP  
PARTNERS, INC., a business entity, form  
unknown; DOES ONE through TWENTY,  
inclusive,

Defendants.

No.

COMPLAINT FOR DAMAGES:

**BREACH OF EMPLOYMENT  
AGREEMENT; UNLAWFUL NATIONAL  
ORIGIN DISCRIMINATION;  
WRONGFUL INTERFERENCE WITH  
CONTRACTUAL ADVANTAGE.**

**EMC**

Plaintiff Alleges against these Defendants as follows:

1. Plaintiff at all times herein mentioned was a resident of the State of California and is presently a citizen and resident of the country of France and is domiciled within France.
2. Defendant ACTIMAGINE, INC. (hereinafter ACTIMAGINE) is, and at all times herein mentioned was, a corporation authorized to do business and doing business within the State of California and having its principal place of business in Redwood City, California, County of San Mateo. GRP Partners is a business entity, form unknown, with principal place of business in the City of Los Angeles, California.

1           3. The acts of discrimination complained of within were committed in substantial part  
2 within the county of San Mateo, and Plaintiff would have performed or continued to perform work in  
3 the employ of defendant Actimagine within the County of San Mateo but for the discriminatory  
4 actions complained of herein. Plaintiff is citizen of a foreign state and is domiciled in France.  
5 Defendants are citizens of the United States. There is complete diversity of citizenship between the  
6 parties and the amount in Controversy in this action exceeds \$75,000.00. Plaintiff seeks redress of  
7 claims based on diversity jurisdiction and seeks redress of state law claims pursuant to the court's  
8 pendent jurisdiction of such claims. Jurisdiction and venue are proper with this court.

9           4. Plaintiff sues DOES ONE through TWENTY, inclusive, and each of them, by this  
10 fictitious designation because their true names and capacities and basis for liability are presently  
11 unknown to Plaintiff. Plaintiff will amend this Complaint with the true names of such defendants as  
12 soon as they are known to him. Plaintiff alleges that each defendant is liable for the actions of the  
13 other defendants on the grounds of agency, employment or the doctrine of *respondeat superior*  
14 unless otherwise stated herein.

15           5. Plaintiff is a native of France and a French national by birth. At all times relevant to  
16 this action, Plaintiff was a legal resident of the State of California and was subject to the protections  
17 of state and federal statutes that prohibit discrimination against persons based upon national origin.

18           6. Plaintiff has filed a timely charge of discrimination with the California Department of  
19 Fair Employment and Housing. Said administrative agency has issued Plaintiff a "right-to-sue  
20 letter" which bears the date August 23, 2007. Plaintiff has exhausted his administrative remedies  
21 and this suit is timely filed.

22  
23                           **FIRST CLAIM FOR RELIEF**  
24                           **BREACH OF AGREEMENT**  
25                           **(AGAINST ACTIMAGINE, INC.,**  
26                           **& DOES 1-10, INCLUSIVE)**  
27  
28

1           7. On or around June 11, 2007, and after several weeks of negotiations, Plaintiff Vialaneix  
2 and Defendant Actimagine entered an agreement that was partly written and partly oral. This  
3 agreement established the terms and conditions of Plaintiff's employment as Chief Financial Officer  
4 for Actimagine, Inc. Among other matters, the parties agreed between themselves as to the duties  
5 Plaintiff would perform, Plaintiff's position within the company, Plaintiff's compensation, and  
6 specific terms under which Defendant could terminate Plaintiff's employment without cause.

7           8. The parties each through their words and actions expressed their assent to these terms of  
8 the employment agreement and based on such expressed assent and agreement, on or around June  
9 11, 2007, at the specific instance and request of Actimagine, Plaintiff commenced work for  
10 Defendant Actimagine and publicly acted as Actimagine's Chief Financial Officer. On numerous  
11 occasions and various instances, Actimagine introduced Plaintiff to third parties with whom  
12 defendant had conducted business as Actimagine's "new Chief Financial Officer." Additionally,  
13 defendants notified the California Secretary of State that Olivier Vialaneix was the company's Chief  
14 Financial Officer and registered Agent for Service of Process.

15           9. On or around June 14, 2007 Defendant Actimagine terminated Plaintiff's employment.  
16 Actimagine did not have good cause to terminate Plaintiff's employment and has never claimed to  
17 have good cause to have so acted and did not and does not in fact have such good cause for such  
18 termination.

19           10. The specific terms and conditions agreed upon by Actimagine and Plaintiff Vialaneix  
20 permitted Actimagine to terminate employment without good cause. As agreed by the parties, prior  
21 to the commencement of employment, in such cases where Actimagine chose to terminate Plaintiff's  
22 employment without good cause, Actimagine is obligated by agreement to make certain payments  
23 to Vialaneix as agreed between them. In addition to these payments, Defendant Actimagine has  
24 failed to pay Plaintiff earned salary for the number of days during which he performed work as the  
25 Chief Financial Officer of Actimagine, Inc., in violation of California Labor Code Section 201, *et*  
26 *seq.*

27           11. Defendant Actimagine has not made such payments as required by the parties'  
28 agreement. Vialaneix has requested that Actimagine make such payments which Actimagine has

1 refused to do without justification or legal right. Accordingly, Actimagine is in breach of its  
2 agreement with Vialaneix and in violation of the State Labor Code.

3 12. As a direct and consequential result of said breach by Actimagine, Plaintiff has suffered  
4 special damages as shall be proved at trial.

5 WHEREFORE, Plaintiff prays judgment against Actimagine as set forth more fully below.

6  
7 **SECOND CLAIM FOR RELIEF**  
8 **UNLAWFUL NATIONAL ORIGIN DISCRIMINATION**  
9 **(AGAINST ACTIMAGINE, INC.,**  
10 **& DOES 1-10, INCLUSIVE)**

11 13. Plaintiff incorporates by this reference each and every allegation contained within  
12 paragraphs first through twelfth, above, as if fully set forth herein.

13 14. When defendant Actimagine informed Plaintiff that it would terminate his employment,  
14 defendant offered as a reason for doing so that it wanted to have "an American Chief Financial  
15 Officer", instead of the French Chief Financial Officer that it had hired pursuant to the agreement  
16 alleged herein and for various reasons known to Defendant.

17 15. Defendant's decision to terminate Plaintiff in order to replace him with "an American  
18 Chief Financial Officer" constitutes *prima facie* evidence of an unlawful discriminatory motive for  
19 its decision to terminate Plaintiff's employment.

20 16. As a direct and consequential result of Defendant's actions, Plaintiff has suffered  
21 unlawful national origin discrimination. As a direct and consequential result of said unlawful  
22 discrimination, Plaintiff has suffered special damages including loss of back pay, loss of front pay,  
23 loss of various agreed-upon and anticipated fringe benefits of employment all according to proof at  
24 trial.

25 17. As a direct and consequential result of Defendant's actions, Plaintiff has suffered  
26 unlawful national origin discrimination. As a direct and consequential result of said unlawful  
27 discrimination, Plaintiff has suffered general damages in the form of emotional distress including  
28 anger, embarrassment, uncertainty, humiliation and hurt feelings, all to a degree and extent  
ordinarily associated with such unlawful conduct and without continuing damage. Plaintiff seeks

1 compensation for such damages according to proof at trial.

2 18. These unlawfully discriminatory actions were ratified and approved beforehand by  
3 officers and directors and managing agents of the defendant corporation including its Chief  
4 Executive Officer and Chief Operating Officer as well as members of defendant Actimagine's  
5 governing board of directors. As such, defendant Actimagine acted with conscious disregard of  
6 plaintiff's rights and with malice and oppression. By such conduct, defendant's actions are subject  
7 to an award of exemplary or punitive damages at the discretion of the finder of fact and the Court.

8 WHEREFORE, Plaintiff seeks judgment against Defendant Actimagine as more fully set  
9 forth below.

10  
11 **THIRD CLAIM FOR RELIEF**  
12 **WRONGFUL INTERFERENCE WITH CONTRACT**  
13 **(AGAINST GRP PARTNERS, a business entity, form unknown)**  
14 **& DOES 1-10, INCLUSIVE)**

15 19. Plaintiff incorporates by this reference each and every allegation contained within  
16 paragraphs first through eighteenth, above, as if fully set forth herein.

17 20. Defendant GRP Partners, (hereinafter GRP) at all times mentioned herein was a  
18 separate and distinct entity from Defendant Actimagine and had a close business relationship with  
19 Defendant Actimagine. This relationship involved a close degree of communication and trust and  
20 unity of interests occasioned by GRP's active investment and other financial involvement in the  
21 business affairs of Actimagine.

22 21. As a result of this relationship, GRP had actual and constructive knowledge of the  
23 employment agreement between Plaintiff and Actimagine. On at least one occasion, representatives  
24 of GRP met with Plaintiff Vialaneix in his capacity, and while he was employed, as Chief Financial  
25 Officer of Actimagine, Inc.

26 22. In furtherance of its own perceived benefit and self-interest, and motivated in  
27 substantial part by its own perceived self-interest, GRP formulated the intention to cause  
28 Actimagine to breach or otherwise disrupt or interfere with the employment agreement between  
Plaintiff Vialaneix and Defendant Actimagine. GRP acted on this intention and for its own



1 perceived benefit by directing, requiring, insisting, and by means of implied threats to Actimagine's  
2 future well-being, among other means, causing Actimagine to removing Plaintiff from the position  
3 that he then occupied as the newly-hired Chief Financial Officer of Actimagine in order to make  
4 room for "an American Chief Financial Officer" who was more to GRP's liking and preference than  
5 "the French Chief Financial Officer" that was Olivier Vialaneix.

6 23. As a direct and consequential result of the above-alleged requirements, insistence, and  
7 implied threats to Actimagine's future well-being, among other means used by GRP, Actimagine  
8 complied with GRP's wishes by informing Plaintiff that his services were no longer needed as Chief  
9 Financial Officer. Upon terminating Plaintiff's employment, Actimagine, through its agent and  
10 officer, informed Plaintiff that it was doing so at the direction of GRP and because GRP expressed a  
11 strong preference to have "an American Chief Financial Officer." Actimagine's representative  
12 implied to Vialaneix that GRP's financial leverage against Actimagine in some part caused  
13 Actimagine to comply with GRP's directive to terminate Vialaneix.

14 24. These actions by GRP constitute wrongful interference with Plaintiff's contractual  
15 relations with Actimagine.

16 25. As a direct and consequential result of these actions by GRP, among other actions,  
17 Plaintiff has suffered special damages in the form of lost back pay, lost front pay, and various  
18 benefits of employment, according to proof at trial.

19 26. As a direct and consequential result of these actions by GRP, among other actions,  
20 Plaintiff has suffered general damages in the form of emotional distress including anger,  
21 embarrassment, uncertainty, humiliation and hurt feelings, all to a degree and extent ordinarily  
22 associated with such unlawful conduct and without continuing damage. Plaintiff seeks  
23 compensation for such damages according to proof at trial.

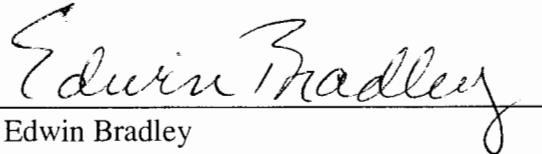
24 27. This wrongful interference with Plaintiff's contractual relations were known of and  
25 approved beforehand by partners and directors and managing agents of defendant GRP including  
26 members of defendant GRP's governing board of directors. As such, defendant GRP acted with  
27 conscious disregard of Plaintiff's rights and with malice and oppression toward him. By such  
28

1 conduct, defendant's actions are subject to an award of exemplary or punitive damages at the  
2 discretion of the finder of fact and the Court.

3 WHEREFORE, Plaintiff seeks judgment against Defendants Actimagine and GRP Partners,  
4 and DOES One through Twenty, and each of them as follows:

- 5 1. Against Actimagine, Inc. and GRP Parnters, each of them, for special damages  
6 according to proof at trial;
- 7 2. Against Actimagine, Inc. and GRP Partners, each of them, for general damages  
8 according to proof at trial;
- 9 3. Against Actimagine, Inc. and GRP Partners, each of them, for exemplary and  
10 punitive damages in an amount deemed proper by the Court;
- 11 4. Against Actimagine, Inc. for an Order of the court re-instating Plaintiff to the  
12 position of Chief Financial Officer of Actimagine and enjoining Defendant  
13 Actimagine from any further such employment practices;
- 14 5. Against Actimagine, Inc. for attorneys' fees pursuant to statutes;
- 15 6. Against Actimagine and GRP Partners, each of them, for costs of suit incurred  
16 herein, and;
- 17 7. For such other and further relief as deemed proper by the court.

18 DATED: January 22, 2008

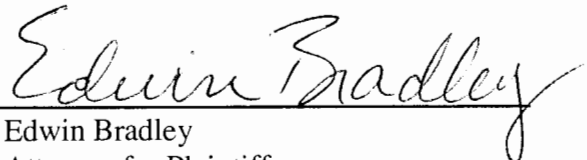


Edwin Bradley  
Attorney for Plaintiff  
Olivier Vialaneix

22 REQUEST FOR JURY TRIAL

23 Plaintiff Olivier Vialaneix does hereby request that this matter be set for trial before a jury.

24 DATED: January 22, 2008



Edwin Bradley  
Attorney for Plaintiff  
Olivier Vialaneix